

## **EXHIBIT 2**



IN THE DISTRICT COURT IN AND FOR TULSA COUNTY

STATE OF OKLAHOMA

DISTRICT COURT  
**FILED**

MAY 26 2016

TRACY KIRK and TIM KIRK, Individually  
and as Husband and Wife,

Plaintiffs,

v.

SAFECO INSURANCE COMPANY,  
a Foreign Corporation,

Defendant.

SALLY HOWE SMITH, COURT CLERK  
STATE OF OKLA. TULSA COUNTYCase No.  
Judge**CJ-2016-01995**

Caroline Wall

Trial by Jury Demanded  
Attorney's Lien  
pursuant to 5 O.S. Sect. 6**PETITION FOR BREACH OF INSURANCE CONTRACT AND TORTIOUS FAILURE  
TO RENDER GOOD FAITH AND FAIR DEALINGS**

COMES NOW the Plaintiffs, Tracy ("Tracy") and Tim ("Tim") Kirk ("Kirks") by and through their attorneys of record, Joseph F. Bufogle Sr., of the firm Bufogle & Associates, P.C., who for causes of action against the Defendant, Safeco Insurance Company ("Safeco"), hereinafter allege and state as follows:

**CAUSE OF ACTION**

1. Tracy and Tim Kirk are residents of the City of Tulsa, County of Tulsa, State of Oklahoma and at all times pertinent herein all events occurred in the City of Tulsa, County of Tulsa, State of Oklahoma.

2. Defendant Safeco Insurance Company is a foreign corporation doing business in the State of Oklahoma with license issued by the Oklahoma State Insurance Commissioner.

3. Jurisdiction and venue is proper in Tulsa County, State of Oklahoma.

4. On or about the 4<sup>th</sup> day of June, 2014 Safeco maintained its policy number: Y7867667 insuring Tracy and Tim Kirk, through Mick Cottom of RCI Insurance, Claremore, Oklahoma, upon a 2010 Range Rover Sport Automobile, bearing vehicle identification number

LSK24D4XAA228264, said vehicle being owned by the Kirks, the said policy being a standard automobile policy which maintained Underinsured Motorist Protection ("UIM") Coverage and Collision Insurance ("Collision") Coverage.

5. On June 4<sup>th</sup>, 2014, a third-party named Linda Louise Robinson ("Robinson") drove a vehicle negligently so as to cause it to crash into the rear of the Kirks' vehicle, while it was being driven by Tracy. Tracy was in no way negligent or at fault for the incident which occurred. Robinson was solely negligent.

6. As a direct and proximate result of the collision Tracy suffered personal injury including bodily harm, current past and future medical expenses, loss of income, pain and suffering all valued in an unspecified amount in excess of Ten Thousand Dollars (\$10,000.00).

7. As a direct and proximate result of the negligence complained of, the insured Range Rover was damaged and suffered diminution of its value, after repairs, all in an unspecified amount in excess of Ten Thousand Dollars (\$10,000.00).

8. Safeco was notified of these claims for Collision and UIM coverage. Robinson was uninsured at the time of the collision. Under the provisions of the Safeco policy, Safeco maintained a duty to investigate, to make prompt and reasonable payment upon the bodily injury claims of Tracy and to make reasonable and payment of the Collision coverage claims of the Kirks. Safeco wholly failed and refused to make a reasonable or prompt payment thereupon, nor make any reasonable offers, so as to require the pending and present lawsuit.

9. The actions of Safeco in failing to investigate and make prompt, adequate and reasonable settlement of the Kirk's claims was unfair. Those actions caused the Kirks additional damages and Safeco is liable to the Kirks for tortious failure to render good faith and fair dealings in the claims processing thereupon, in an unspecified amount in excess of Ten Thousand Dollars

(10,000.00).

10. The actions of Safeco in failing to reasonably handle the Kirks' claim were outrageous to the ordinary, reasonable and prudent person and justify the assessment of damages intended to set example and/or punish in an unspecified amount in excess of Ten Thousand Dollars (\$10,000.00).

11. That the value of the present case exceeds the jurisdictional value of Seventy-Five Thousand Dollars (\$75,000.00), pursuant to Title 28, § 1332 of the United States Code.

**WHEREFORE**, premises considered, Plaintiffs Kirks pray judgement from Safeco in an unspecified amount in excess of Ten Thousand Dollars (\$10,000.00) for breach of their UIM and Collision insurance contracts, an unspecified amount in excess of Ten Thousand Dollars (\$10,000.00) for tortious failure to render good faith and fair dealings, an unspecified amount in excess of Ten Thousand Dollars (\$10,000.00) for exemplary/punitive damages, also for costs of this action, interest as is afforded by the statutes of the State of Oklahoma, attorney fees, and any and all other relief which this Court finds just and equitable and demand trial by jury on the merits.

Respectfully Submitted,

**BUFOGLE & ASSOCIATES, P.C.**

By: 

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